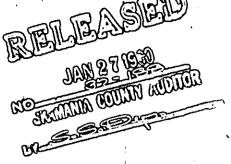
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SUPPLEMENTAL MORTGAGE AND PLEDGE

WHEREAS, in order to secure First Mortgage Pipe Line Bonds of Pacific Northwest Pipeline Corporation (hereinafter called the "Company"), issuable in series, the Company has heretofore made, executed and delivered to J. P. Morgan & Co. Incorporated and Robert P. Howe, as Trustees, its certain Mortgage and Deed of Trust dated as of October 1, 1955; and

whereas, the aforesaid Mortgage and Deed of Trust has been supplemented and amended by First, Second, Third, Fourth and Fifth Supplemental Indentures, supplemental thereto (said Mortgage and Deed of Trust, as so supplemented and amended, being hereinafter referred to as the "Mortgage"); and

WHEREAS, the aforesaid J. P. Morgan & Co. Incorporated has been succeeded as Trustee under the Mortgage by Morgan Guaranty Trust Company of New York (said Morgan Guaranty Trust Company of New York and Robert P. Howe hereinafter referred to as the "Trustees"); and

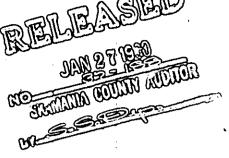
whereas, it is provided in Article 15 of the Mortgage that the Company may from time to time execute such instruments or deeds as it may deem advisable for the purpose of conveying, transferring and assigning to the Trustees and subjecting to the lien of the Mortgage, with the same force and effect as though included in the Granting Clauses, any property acquired by the Company subsequent to the execution of the Mortgage; and

whereas, the Company has acquired certain properties since the execution and delivery of the above-mentioned Fifth Supplemental Indenture and, pursuant to the terms of the Mortgage, desires to convey, transfer and assign to the Trustees and subject to the lien of the Mortgage such properties so acquired;

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar to it duly paid by the Trustees at or before the ensealing and delivery of these presents, and for other valuable considerations, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal and interest and premium, if any, on all Bonds at any time issued and outstanding under the Mortgage, the Company has granted, bargained,

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SUPPLEMENTAL MORTGAGE AND PLEDGE

WHEREAS, in order to secure First Mortgage Pipe Line Bonds of Pacific Northwest Pipeline Corporation (hereinafter called the "Company"), issuable in series, the Company has heretofore made, executed and delivered to J. P. Morgan & Co. Incorporated and Robert P. Howe, as Trustees, its certain Mortgage and Deed of Trust dated as of October 1, 1955; and

whereas, the aforesaid Mortgage and Deed of Trust has been supplemented and amended by First, Second, Third, Fourth and Fifth Supplemental Indentures, supplemental thereto (said Mortgage and Deed of Trust, as so supplemented and amended, being hereinafter referred to as the "Mortgage"); and

WHEREAS, the aforesaid J. P. Morgan & Co. Incorporated has been succeeded as Trustee under the Mortgage by Morgan Guaranty Trust Company of New York (said Morgan Guaranty Trust Company of New York and Robert P. Howe hereinafter referred to as the "Trustees"); and

WHEREAS, it is provided in Article 15 of the Mortgage that the Company may from time to time execute such instruments or deeds as it may deem advisable for the purpose of conveying, transferring and assigning to the Trustees and subjecting to the lien of the Mortgage, with the same force and effect as though included in the Granting Clauses, any property acquired by the Company subsequent to the execution of the Mortgage; and

WHEREAS, the Company has acquired certain properties since the execution and delivery of the above-mentioned Fifth Supplemental Indenture and, pursuant to the terms of the Mortgage, desires to convey, transfer and assign to the Trustees and subject to the lien of the Mortgage such properties so acquired;

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar to it duly paid by the Trustees at or before the ensealing and delivery of these presents, and for other valuable considerations, the receipt whereof is hereby acknowledged, and in order to secure the payment of the principal and interest and premium, if any, on all Bonds at any time issued and outstanding under the Mortgage, the Company has granted, bargained,

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SKAMANIA COUNTY
AUDITORS OFFICE

A.M.

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